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Sent: Monday, December 17, 2007 4:24 PM
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Cc: Susan Masterton
Subject: Embarq Florida Inc.'s Motion to Dismiss/Docket No.: 070699-TP
Attachments: Embarq Motion to Dismiss 070699 TP filed 12-17-07.pdf

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Docket No. 070699-TP

Title of filing: Motion to Dismiss

Filed on behalf of: Embarq Florida, Inc.

No of pages: 30

Description: Embarq Florida Inc.'s Motion to Dismiss Intrado Communications Inc.'s Petition for Arbitration

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DOCUMENT NUMBER-DATE
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December 17, 2007

Ms. Ann Cole
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No.: 070699-TP

Dear Ms. Cole:

Enclosed please find Embarq Florida, Inc.'s Motion to Dismiss Intrado Communications Inc.'s Petition for Arbitration in the above referenced docket matter.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

If you have any questions regarding this electronic filing, please do not hesitate to call me at (850) 599-1560.

Sincerely,

s/Susan S. Masterton
Susan S. Masterton

Enclosure

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DOCUMENT NUMBER-DATE

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**CERTIFICATE OF SERVICE
DOCKET NO. 070699-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic and U.S. Mail this 17th day of December, 2007 to the following:

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s/Susan S. Masterton
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of the Petition of Intrado Communications Inc. for Arbitration pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Section 364.162, Florida Statutes to establish an interconnection agreement with Embarq Florida, Inc.	Docket No. 070699-TP Filed: December 17, 2007
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**Embarq Florida, Inc.'s Motion to Dismiss
Intrado Communications Inc.'s Petition for Arbitration**

In accordance with Rule 28-106.204, Florida Administrative Code, Embarq Florida, Inc. ("Embarq") files this Motion to Dismiss the Petition of Intrado Communications Inc. ("Intrado") for Arbitration of an interconnection agreement with Embarq.¹ In support of this Motion, Embarq states as follows:

Introduction

While Intrado technically initiated negotiations for an interconnection agreement in May 2007, it did not follow up with Embarq to begin serious negotiations until September 2007. As soon as Embarq became aware of the complex nature of the services Intrado was requesting Embarq let Intrado know that 1) more time was needed for negotiation and 2) many of the services included in Intrado's request were not governed by the provisions of §§251/252 arbitration process. Nevertheless, Intrado proceeded to arbitration setting forth for the first time in its Petition at least 25 (out of 34) new issues and 130 (out of 155) new redlines to the provisions of the agreement.

¹ Rule 28-106.204, F.A.C., requires a Motion to Dismiss a pleading to be filed within 20 days. Embarq files this Motion in compliance with the Rule. § 252 of the Communications Act requires that a response to an arbitration petition be filed within 25 days. Since that requirement appears to be without exception, Embarq intends also to file its Response to Intrado's Petition no later than December 24th, to comply with that requirement.

Intrado's Petition does not comply with the §§251 and 252 or with the state law provisions Intrado attempts to bootstrap into the arbitration to support its filing. In addition, many of the issues Intrado raises are outside the purview of §251 and the §252 arbitration process. Intrado's Petition is both premature and flawed and, therefore, should be dismissed.

Intrado's Petition Does Not Comply with the Act or State Law

Intrado has failed to negotiate in good faith

Intrado correctly notes, on page 7 of its Petition, that §251 of the federal Communications Act (47 U.S.C. §251) requires ILECs to negotiate in good faith the terms and conditions of interconnection agreements. What Intrado omits is that §251(c)(1) of the law also requires requesting carriers to negotiate in good faith. Intrado has failed to comply with this fundamental principle of the voluntary negotiation and arbitration procedures established in the Act.

Intrado's depiction of the sequence and extent of negotiations between the parties set forth on pages 12 – 13 of its Petition is essentially accurate. Intrado requested negotiations with Embarq (under §251 et. seq. of the Act) on May 18, 2007 as reflected in the letter included as Attachment 3 to Intrado's Petition. Embarq promptly forwarded to Intrado its standard interconnection agreement template that serves as the starting point for negotiations for any CLEC requesting interconnection with Embarq. (See, Attachment 4 to Intrado's Petition) Although Embarq responded promptly to Intrado's request for negotiations, providing the same agreement that forms the basis for the interconnection agreements Embarq has successfully negotiated with hundreds of CLECs since 1996, Intrado did not establish a follow up meeting with Embarq until September 4, 2007 – approximately 105 days after Embarq provided the agreement. (See, Attachment 5 to Intrado's Petition) Given the 160-day window allowed for

negotiations under the Act, Intrado's delay in contacting Embarq deprived both parties of the ability to engage in meaningful negotiations.²

As Intrado admits, it did not submit its first mark-up to Embarq's standard agreement until September 23 – after its first meeting with Embarq and fully 120 days after Intrado initiated negotiations. (See, Attachment 6 to Intrado's Petition) And, as Intrado admits, this mark-up was only a partial mark-up, addressing only a few sections of the agreement. The only other specific changes proposed by Intrado were included in a subsequent draft provided to Embarq on October 8, 2007. (See, Attachment 8 to Intrado's Petition) These two mark-ups combined addressed only approximately 9 of the 34 issues raised in Intrado's Petition. Intrado acknowledges in footnote 29 of its Petition that the mark-up of the interconnection agreement submitted with the Petition includes additional issues that Intrado never presented to Embarq. What Intrado fails to say is that the additional issues represent the vast majority of what Intrado now represents to be "unresolved."³ Of course, the issues could not be resolved if they were never raised for Embarq's consideration.

On the other hand, contrary to Intrado's implications in its Petition and as the facts set forth in Intrado's Petition demonstrate, Embarq acted entirely in good faith in responding to the few issues Intrado did raise for Embarq's consideration. Upon receiving Intrado's initial request to negotiate an interconnection agreement under §251(c), Embarq promptly provided a template agreement for Intrado's consideration. (See Attachment 4 to Intrado's Petition) Embarq

² As an ILEC, Embarq has numerous requests to negotiate for agreements within its 18 state territory outstanding at any given time. Many times, after the initial request, the CLEC never contacts Embarq again and actual negotiations are never commenced. It is reasonable that the burden of diligently pursuing negotiations should rest with the requesting carrier, rather than Embarq.

³ Attachment 1 contains a Matrix identifying each of the redlines proposed by Embarq by the affected section of the Agreement. Of the approximately 155 redlines Embarq identified in the Nov. 27, 2007 draft of the interconnection

responded to Intrado's September 23 and October 8 drafts in a reasonable time frame, especially in the context of Intrado's request to include unique provisions relating to the 911 services it provides in a 251/252 agreement that is not designed for that purpose. (See, Attachments 7, 9 and 11 to Intrado's Petition) Embarq quickly made Intrado aware that Embarq did not consider these issues properly addressed in the 251 interconnection agreement context, but made it clear to Intrado that Embarq was ready and willing to negotiate the appropriate commercial arrangements to apply to the service Intrado proposed to provide. (See, Attachment 11 to Intrado's Petition) Intrado ignored Embarq's positions and concerns and, rather than continue to negotiate with Embarq, filed its Petition with the Commission, exponentially increasing the number of issues to be considered from what it had ever presented to Embarq.

Clearly, Intrado's failure to timely present Embarq with its proposed modifications to the agreement prevented the parties from engaging in the voluntary negotiations that are a precursor to filing an arbitration petition with the state commission under §252 of the Act. It is completely contrary to the procedures set forth in §252 to ask the Commission to rule on issues that the parties have never even attempted to negotiate. In fact, it is likely that a great number of the modifications proposed by Intrado for the first time in the November 27th draft could have been voluntarily resolved by the parties if the negotiation process had been allowed to properly progress.

The number of issues Intrado raises for the first time in its petition, coupled with Intrado's dilatory behavior in initiating contact with Embarq to discuss modifications to Embarq's standard terms and conditions for CLEC interconnection, represent a lack of good faith by Intrado in conducting the negotiations required under the Act. As a result of Intrado's failure

agreement, at least 130 were not included in the draft interconnection agreements Intrado provided to Embarq prior to filing the arbitration.

to comply with this most fundamental requirement of §251, Intrado's Petition for Arbitration should be dismissed.

Intrado's Petition is procedurally deficient

In addition to Intrado's failure to comply with the Act's requirement to negotiate in good faith, Intrado's Petition does not comply with the requirements for an arbitration petition delineated in §252 (b)(2)(A). Specifically, Intrado's Petition fails to describe in detail the nature of the issues that are in dispute. In addition, for the majority of the issues, Intrado fails entirely to provide Embarq's position on the issue, instead stating that Embarq's position is "unknown." Of course, Intrado's inability to identify Embarq's position is directly related to the fact that these issues were never presented to Embarq and emphasizes Intrado's failure to properly initiate and engage in negotiations. In addition, because Intrado included many issues not previously raised in the negotiations, Embarq also may find it necessary to raise issues that have not been negotiated previously by the parties. Surely, this result was not what Congress or the Commission envisioned when they enacted and implemented the procedures for negotiation and subsequent arbitration of unresolved issues.

Intrado's lack of specificity as to the nature of each issue and what is in dispute regarding each issue precludes the parties and the Commission from properly identifying and addressing the issues to be litigated and ultimately resolved by the Commission. Because Intrado's Petition fails to comply with the essential requirements of §252, the Petition should be dismissed.

Intrado's Petition fails to comply with the procedures in state law

In an apparent attempt to remediate its failure to comply with the federal law under which Intrado initiated negotiations with Embarq, Intrado seeks to invoke sections 364.16, 364.161 and 364.162 of the Florida Statutes to justify its arbitration request. Even if these provisions were

applicable to Embarq's negotiations with Intrado, and Embarq does not concede that they are, Intrado's petition fails to comport with these provisions, as well, and should be dismissed.

First, at no time during any of the discussions Intrado has had with Embarq did Intrado state or even suggest that it intended the negotiations to be governed by the negotiation and arbitration provisions of the Florida Statutes. The letter that Intrado sent to Embarq requesting negotiations specifically states that the negotiations are requested pursuant to §251 of the federal act. (See Attachment 3 to Intrado's Petition). In fact, all of Intrado's communications indicate that Intrado was negotiating under the procedures and parameters of the federal act. (See, e.g., Attachments 2, 5, 6 and 9 to Intrado's Petition)

Whether the federal or the Florida law applies is a distinction with a difference, because the procedural and substantive framework of the state law differs significantly from the federal law. First, the terms and conditions for interconnection set forth in sections 364.16, 364.161 and 364.162 have rarely been addressed or applied by the Commission and never fully considered as to their meaning and intent in the context of specific arbitrations.⁴ Therefore, the import of the

⁴ Prior to the enactment of the federal act, the Commission conducted proceedings to implement these provisions of the Florida law. See, *In Re: Resolution of petition(s) to establish nondiscriminatory rates, terms and conditions for resale involving local exchange companies and alternative local exchange companies pursuant to Section 364.161, F.S.*, Docket No. 950984-TP and *In Re: Resolution of petition(s) to establish nondiscriminatory rates, terms and conditions for interconnection involving local exchange companies and alternative local exchange companies pursuant to Section 364.162, F.S.*, Docket No. 950985-TP. However, once the federal law took effect these proceedings were essentially abandoned and the Commission has applied and followed the provisions of §§ 251 and 252 of the federal Act in resolving interconnection agreement arbitration petitions. Recently, in a proceeding involving a dispute among BellSouth and several carriers to establish the terms, conditions and rates for transit traffic, the Commission cited to its authority under the Florida law to consider issues related to traffic that it determined did not fall under the requirements of section 251(c). See, *In re: Joint petition by TDS Telecom d/b/a TDS Telecom/Quincy Telephone; ALLTEL Florida, Inc.; Northeast Florida Telephone Company d/b/a NEFCOM; GTC, Inc. d/b/a GT Com; Smart City Telecommunications, LLC d/b/a Smart City Telecom; ITS Telecommunications Systems, Inc.; and Frontier Communications of the South, LLC ["Joint Petitioners"] objecting to and requesting suspension and cancellation of proposed transit traffic service tariff filed by BellSouth Telecommunications, Inc.; Petition and complaint for suspension and cancellation of Transit Traffic Service Tariff No. FL2004-284 filed by BellSouth Telecommunications, Inc., by AT&T Communications of the Southern States, LLC*, Order No. PSC-06-0776-FOF-TP, issued on September 18, 2006 in Docket Nos. 050119-TP and 050125-TP.

application of state law represents another substantive issue that Intrado failed to raise prior to filing its Petition.

Second, even if the state law were determined to apply, Intrado's conduct in the negotiations and in initiating the arbitration fails to comply with the procedural requirements in section 364.162. On its face, the statute requires that a competitive local exchange company complete negotiations for an interconnection agreement "within 60 days from the date it is certificated." Since Intrado assumed the certificate of its predecessor company in October 2001 (See, Order No. PSC-01-1976-PAA-TX) and did not initiate negotiations with Embarq until six years after being granted CLEC certification in Florida, by its strict terms section 364.162 cannot apply to this arbitration.⁵

Further, the time frames set forth in sections 364.16, 364.161 and 364.162 are much shorter than the time frames in the federal act; that is, the parties have a 60-day window in which to negotiate and the Commission has 120 days to resolve any disputes. Intrado did not even follow up with Embarq within the 60-day period contemplated in sections 364.16, 364.161 and 364.162, much less engage in substantive negotiations. In addition, given the extent and breadth of the issues raised in Intrado's petition and the fact that most of them have never even been considered by Embarq, there is absolutely no way that the Commission could effectively rule on Intrado's petition in the 120-day period contemplated in the statute. Even if state law applies, Intrado's Petition does not comply with it. For this reason, also, the Petition should be dismissed.

⁵ In researching the Commission's website it does not appear that Intrado has entered into an interconnection agreement with any Florida ILEC as of this date.

Intrado raises issues that are not subject to arbitration under the federal act

In response to Intrado's request to establish an interconnection agreement, Embarq has negotiated with Intrado on the same basis that Embarq has conducted business with other providers of emergency services. Some of the technical arrangements proposed by Intrado are currently handled by Embarq under commercial agreements with other providers (including Intrado); some of the services are appropriately available under tariff; and other portions of Intrado's proposals are appropriately the subject of a 251(c) interconnection agreement.

All providers of voice services that are interconnected to the Public Switched Telephone Network ("PSTN") are obligated to provide access to E9-1-1 service to their customers.⁶ The Wireline E9-1-1 Network is a specialized network that is separate from, but interconnected with, the PSTN.⁷ It is comprised of a voice network and a data or information network. The FCC has determined that ILECs must provide access to E9-1-1 databases pursuant to the unbundling obligations in §251(c)(3) of the Telecommunications Act of 1996 ("Act"). This means that where Embarq is the E9-1-1 database management system ("DBMS") administrator, Embarq must provide access to the Automatic Location Identification ("ALI") database and the Master Street Access Guide ("MSAG") database pursuant to its unbundling obligations.

Unlike access to the E9-1-1 databases themselves, there is no requirement for ILECs to provide unbundled access to the voice network portion of the Wireline E9-1-1 Network (i.e. as distinct from the data network portion) pursuant to §251(c)(3) of the Act. This is because E9-1-1 interconnection is governed by §251(a), as indicated by the decision of the FCC requiring interconnected VoIP providers to provide E9-1-1 service.⁸

⁶ Title 47 C.F.R. §9, §20.3, §64.3

⁷ Title 47 C.F.R. §9.3

⁸ *In the Matters of IP-Enabled E911 Requirements for IP-Enabled Service Providers*, WC Docket No. 04-36, WC

In addition to interconnection arrangements that enable CLECs to provide E911 service to their end users, there are also times when DBMS providers need to interconnect their E9-1-1 databases with each other to secure and/or confirm information regarding the geographic location of a specific end-user for the emergency service providers. These database networking arrangements are for the exchange of data or information, not for the transmission of local telephone exchange and exchange access telecommunications. As such, they are not subject to the interconnection obligations of §251(c)(2) of the Act. Consequently, if an Emergency Service Provider seeks to interconnect with the database network portion of the Wireline E9-1-1 Network of another party, such arrangements should be negotiated on a commercial basis and should be subject to national technical standards.

Similarly, when a telecommunications carrier seeks to interconnect with the voice portion of another party's Wireline E9-1-1 Network in order to enable the carrier to provide E9-1-1 service to its customers, those trunking arrangements should be either commercially negotiated or provisioned via tariffed services. This includes situations where Embarq is the Wireline E9-1-1 Network provider as well as situations where Embarq is not the Wireline E9-1-1 Network provider. Embarq has been providing access to the E911 Selective Routers and E911 databases that it manages for PSAPs for years. Embarq also provides those services directly to Voice over Internet Protocol ("VoIP") providers, and Embarq currently connects its ALI databases with Database Management System ("DBMS") Integrators such as Intrado for ALI steering arrangements.

Docket No. 05-196, First Report and Order and Notice of Proposed Rulemaking, Released June 3, 2005, "IP 911 Order," ¶38 and footnote 128.

Intrado has insisted inappropriately on including all aspects of its proposed technical arrangements with Embarq within the context of a 251(c) interconnection agreement.⁹ While carriers may voluntarily include issues outside the scope of 251(c) in their negotiations and present these issues to the Commission for resolution in a subsequent arbitration, in this instance Embarq never agreed to negotiate the issues that it believes are outside the scope of §251(c) and the §252 arbitration process. As Intrado has acknowledged in its petition¹⁰, upon becoming aware of the nature of the arrangements Intrado was seeking to establish with Embarq, Embarq made clear its position that certain aspects of the services Intrado intends to provide are not telephone exchange or exchange access services to which §251(c) applies and, therefore, are not subject to the 252 arbitration process.¹¹

As the Fifth Circuit recognized in *Coserv*, the Act does not entitle Intrado to unilaterally force Embarq into an arbitration of issues that are not otherwise subject to arbitration under §252. While the Commission may have jurisdiction over these issues under some other provisions of law, they are not properly raised in the context of this arbitration Petition. On these grounds, as well, Intrado's Petition should be dismissed.

Conclusion

Wherefore, for the reasons set forth the above, the Commission should:

- 1) Find that Intrado's Petition for Arbitration fails to comply with the provisions of §§251 and 252 of the Telecommunications Act and sections 364.16, 364.161 and 364.162 of the Florida Statutes;

⁹ In its petition, Intrado refers to two proceedings in other states where Commissions reached a decision that Intrado does provide telephone "exchange" service. While Intrado may be able to make a tortured argument that it does provide telephone exchange service by parsing the statutory definition, the decisions that Intrado references do not appear to distinguish between the various types of arrangements Intrado proposes, as described in this Motion.

¹⁰ See, Intrado's Petition at page 13 and Attachment 11

¹¹ See, *Coserv v. SBT*, 350 F. 3d 482 (5th Cir. 2003) in which the Fifth Circuit held that a CLEC could not

- 2) Dismiss Intrado's Petition for Arbitration; and
- 3) Grant such other relief as the Commission deems just and proper.

Respectfully submitted this 17th day of December 2007.

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unilaterally insert into a 252 arbitration an issue outside the scope of §251 (b) and (c) if the ILEC did not voluntarily agree to include the issue in the arbitration.

Disputed Issues List

Company: Intrado
 State: Florida
 Last Update: 12/17/2007

Section	Status	Intrado's Position
Preamble	Not raised in negotiation	WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for INTRADO COMM's use in the provision of <u>telephone exchange service</u> exchange access ("Local Interconnection"); and
1.2	Not raised in negotiation	"911 Service" or " <u>9-1-1 Service</u> " means a universal telephone number which gives the public direct access to the Public Safety Answering Point ("PSAP"). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
1.9	Not raised in negotiation	"Automatic Location Identification/Data Management System ("ALI/DMS") means the emergency service ("E911/911") database containing subscriber <u>integrated database management and storage system which creates and stores the E-911 call routing and E-911 ALI data Containing End-user</u> location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.
1.15	Not raised in negotiation	"Business Line" is an Embarq-owned switched access line used to serve a business customer, <u>End User</u> whether by Embarq or by a competitive LEC that leases the line from Embarq. The number of Business Lines in a Wire Center shall equal the sum of all Embarq business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting end-user customers <u>End User</u> with Embarq end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) "Business Lines."
1.19	Not raised in negotiation	"Central Office Switches" - are switching facilities within <u>or connected to</u> the public switched telecommunications network, including, but not limited to:
1.19.1	Not raised in negotiation	"End Office Switches" ("EOs") are switches from which <u>End User</u> end-user Telephone Exchange Services are directly connected and offered.
1.19.2	Not raised in negotiation	"Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches <u>including sometimes functioning as E911 Tandem Switches or Selective Routers for emergency call routing.</u>
1.28	Not raised in negotiation	"Common Transport" provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in Embarq's network. Common Transport is shared between multiple <u>Embarq</u> customers and is required to be switched at the Tandem Switch <u>or Remote Switch if applicable.</u>
1.31	Not raised in negotiation	"Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of <u>Local Interconnection</u> local interconnection arrangements.
1.32	Not raised in negotiation	"Copper Loop" is a stand-alone <u>Local Loop</u> local loop comprised entirely of copper wire or cable. Copper Loops include two-wire and four-wire analog voice-grade Copper Loops, digital Copper Loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire Copper Loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the Copper Loops are in service or held as spares. The Copper Loop includes attached electronics using time

Section	Status	Intrado's Position
		division multiplexing technology, but does not include packet switching capabilities.
1.33	Not raised in negotiation	"Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business <u>End-Users</u> customers including call-waiting, call-forwarding and three-party calling.
1.37	Not raised in negotiation	"Dedicated Transport" includes Embarq transmission facilities between Wire Centers or Switches owned by Embarq, or between Wire Centers or Switches owned by Embarq and Switches owned by Intrado Comm, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular <u>End-User</u> customer or carrier.
1.40	Not raised in negotiation	"Directory Assistance Database" refers to any <u>End-User</u> subscriber record used by Embarq in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
1.46	Not raised in negotiation	<u>"E9-1-1 Authority" means an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.</u>
1.50	Not raised in negotiation	"Emergency Service Number" ("ESN") is a <u>three to five digit</u> number assigned to the ALI and selective routing databases for all subscriber telephone numbers. <u>Master Street Address Guide (MSAG) by the E911 Authority and used for the creation of Selective Routing databases and E011 ALL records</u> The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
1.54	Not raised in negotiation	<u>"End-User" means the individual that subscribes to subscriber of record) and/or uses the telecommunications Services provided by Embarq or Intrado.</u>
1.55	Not raised in negotiation	"Enhanced 911 Service" ("E911") means a telephone communication <u>exchange</u> service which will automatically route a call diald <u>caller dialing</u> "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.
1.58	Not raised in negotiation	"Fiber-to-the-curb Loop" ("FTTC Loop") means a Local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the <u>End-User</u> customer's premises or, in the case of predominantly residential multiple dwelling units ("MDUs"), not more than 500 feet from the MDU's minimum point of entry ("MPOE"). The fiber optic cable in a fiber-to-the curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective <u>End-User</u> customer's premises.
1.59	Not raised in negotiation	"Fiber-to-the-home Loop" ("FTTH Loop") means a Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an <u>End-User's</u> end-user's customer premises or, in the case of predominantly residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' MPOE.
1.60	Not raised in negotiation	"Grandfathered Service" means service which is no longer available for new customers <u>End-Users</u> and is limited to the current customer <u>End-Users</u> at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
1.6.1	Not raised in negotiation	"High Frequency Portion of the local Loop" ("HFPL") is defined as the frequency range above the voice band on a Copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Embarq to the end-user customer <u>End-User</u> .
1.68	Not raised in negotiation	<u>"Internet Protocol" or "IP" means the method by which data is sent form one computer to another on the Internet or other networks.</u>

Section	Status	Intrado's Position
1.69	Not raised in negotiation	"Local Loop" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in an Embarq Central Office or Wire Center, and up to the demarcation point (e.g., Network Interface Device) at a customer <u>End-User's</u> premises, to which Intrado Comm is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer <u>End-User</u> premises. Local loops include Copper Loops, Hybrid Loops, DS1 Loops, DS3 Loops, FTTC Loops and FTTH Loops.
1.76	Not raised in negotiation	<u>"Master Street Address Guide" or "MSAG" means a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) and is used to enable proper routing of E9-1-1 calls and the display of appropriate emergency response agencies to the PSAP receiving the call.</u>
1.78	Not raised in negotiation	"Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum ("OBF"). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer <u>an End-User</u> by two or more providers or by one provider in two or more states within a single LATA.
1.81	Not raised in negotiation	<u>"NENA Company Identifier" or "NENA Company ID" means the three to five (3 to 5) character identifier obtained by the service provider from the National Emergency Number Association (NENA), 4350 N. Fairfax Drive, Suite 750 Arlington, VA 22203-1695 [see NENA's website, currently at www.nena9-1-1.org]. The NENA Company ID allows the PSAP to identify the service provider for the caller, and to determine the 24 X 7 number of the Company for emergency contact needs.</u>
1.87.2	Not raised in negotiation	operator or automated assistance for billing after the <u>End-User</u> subscriber has dialed the called number (e.g., credit card calls); and
1.89	Not raised in negotiation	<u>PSAP All Messaging ("PAM") Interface Protocol" or "PAM" means an interface that uses a proprietary protocol to retrieve the caller's ANI/ALI from another ALI system or from a dynamic ANI/ALI provider (e.g. MPC/VPC) for display at the appropriate PSAP upon the answer of a 9-1-1 call.</u>
1.100	Not raised in negotiation	<u>"Pseudo-ANI" or "pANI" means a 10 digit number that is used in place of ANI for E9-1-1 call routing and the delivery of dynamic ALI information.</u>
1.101	Not raised in negotiation	<u>"Public Safety Answering Point" or "PSAP" means an answering location for 9-1-1 calls originating in a given area.</u>
1.102	Not raised in negotiation	"Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Embarq or Intrado Comm for its provision of basic exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive <u>End-User</u> end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Embarq or INTRADO COMM will provide basic exchange telecommunication sservice Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
1.104	Not raised in negotiation	<u>"Shell Records" means those pre-provisioned Service Order Information ("SOI")-type records necessary to enable dynamic AI/ALI cal delivery and display methods, and used to determine call routing and the appropriate dynamic ANI/ALI provider responsible for providing the callers' ANI/ALI for display at the appropriate PSAP upon the answer of a 9-1-1 call.</u>
1.106	Not raised in negotiation	<u>"Selective Router" or "SR" or "E911 Tandem Switch" means the call routing system (i.e. associated hardware and software) used to route an E9-1-1 call to the proper PSAP based upon the ANI or pANI associated with the E9-1-1 calls.</u>
1.108	Not raised in negotiation	<u>"Service Order Information" or "SOI" means the wireline End-User information acquired and retained by a service provider or pANI (Shell) records, and necessary for presentation to an ALI database in accordance with NENA Standard Formats & Protocols of ALI Data Exchange and/or Standards for Private Switch (PS) E-9-1-1 Database.</u>
1.100	Not raised in negotiation	<u>"Street Index Guide" ("SIG") is a database defining the geographic area of an E911 Service. It includes an alphabetical list of the street names, high low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Embarq.</u>

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1.114	Not raised in negotiation	"Tandem Office Switches," "Tandem," and "Tandem Switching" describe Class 4 switches <u>which and E911 Tandem Switches or SRs that are used to connect and switch trunk circuits between and among End Office Switches, Remote Switches and other tandems and Public Safety Answering Points.</u>
1.116	Not raised in negotiation	"Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations <u>as defined by the FCC.</u>
1.126	Not raised in negotiation	Virtual NXX Traffic ("VNXX Traffic") – As used in this Agreement, Virtual NXX traffic or VNXX Traffic is defined as calls in which a Party's <u>customer End-User</u> is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the <u>customer End-User's</u> actual physical premise location.
1.127	Not raised in negotiation	<u>"Voice over Internet Protocol" or "VoIP" means a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires IP-compatible customer premises equipment (CPE); and (4) permits users to generally receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.</u>
1.128	Not raised in negotiation	"Wholesale Service" means Telecommunication Services that Embarq provides at retail to <u>subscribers End-User</u> who are not Telecommunications Carriers as set forth in 47 USC § 251(c) (4) which Embarq provides to resellers at a wholesale rate.
1.129	Not raised in negotiation	"Wire Center" is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all <u>customers End-Users</u> served by a given Wire Center are located.
5.1	Not raised in negotiation	This Agreement shall be deemed effective upon the Effective Date first stated above, and continue for a period of two <u>three</u> years until [<i>Enter End Date</i>] ("End Date"), unless earlier terminated in accordance with this Section 5 provided however that if Intrado Comm has any outstanding past due obligations to Embarq or any of Embarq's affiliates, this Agreement will not be effective until such time as any undisputed past due obligations with Embarq are paid in full. This agreement shall become binding upon execution by the Parties. No order or request for services under this Agreement shall be processed before the Effective Date, except as otherwise agreed to in writing by the Parties. No order or request for services under this Agreement shall be processed before <u>each Party Intrado Comm</u> has established a customer account with <u>the other Party Embarq</u> and has completed the Implementation Plan described in this Agreement.
5.3	Not raised in negotiation	Embarq Either Party may terminate this Agreement upon ten sixty (60) Days notice if INTRADO COMM is not exchanging traffic with Embarq the other Party or has not submitted orders pursuant to this Agreement within one hundred eighty (180) Days three hundred sixty (360) Days of the Effective Date. In addition, Embarq the Parties reserve reserves the right to terminate this Agreement immediately upon written notice from the INTRADO COMM the other Party that it has ceased doing business in this state. In addition to notice from CLEC, Embarq may utilize any publicly available information in concluding that CLEC is no longer doing business in this state, and immediately terminate this Agreement.
5.5	Not raised in negotiation	Notwithstanding the above, should Embarq shall provide sixty (60) days prior written notice to Intrado Comm if Embarq intends to sell or trade substantially all the assets in an exchange or group of exchanges that Embarq uses to provide Telecommunications Services, After providing such notice to Intrado, then Embarq may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) Days prior written notice in accordance with relevant state commission approvals.
6.2	Not raised in negotiation	In the event that this Agreement expires under Section 5.1, INTRADO COMM has submitted a notice to commence negotiations under Section 6.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations under § 252, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective <u>end-users End-Users</u> will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under Sections 5.2, 5.4, and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date at the written request of either Party only until the earlier to occur of (i) the Parties execute a successor agreement, (ii) the issuance of an order, whether a final non-appealable order

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		or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request, or (iii) the first anniversary of the End Date.
6.3.2	Not raised in negotiation	An existing agreement between Embarq and another carrier adopted by INTRADO COMM for the remaining term of that agreement. If INTRADO COMM fails to designate an agreement under this subsection, then Embarq may designate such agreement.
7.1	Not raised in negotiation	In consideration of the services provided by Embarq <u>the Parties</u> under this Agreement, INTRADO COMM the Parties shall pay the charges set forth in Part C subject to the provisions of Section 4 hereof and subject to the dispute provisions provided herein. Additional billing procedures for charges incurred by INTRADO COMM hereunder are set forth in Part J.
7.2	Not raised in negotiation	<u>Embarq shall pay interconnection charges in parity with other telecommunication service providers connecting similarly to Intrado Comm's Intelligent Emergency Network™</u>
7.3.3	Not raised in negotiation	If an <u>undisputed</u> invoice is not paid within forty-five (45) Days after the bill date, Embarq <u>either Party</u> may suspend processing new orders and cancel any pending orders.
7.3.4	Not raised in negotiation	If the account remains non-disputed amounts remain delinquent sixty (60) ninety (90) Days after the bill date, Embarq will <u>either Party may</u> terminate all services under this Agreement.
7.4	Not raised in negotiation	If the INTRADO COMM either Party disputes any charges shown on an invoice, the following billing dispute procedures are the exclusive means for challenging such charges, and the failure by INTRADO COMM either Party to follow such procedures will result in the suspension or termination of service for non-payment of invoiced amounts pursuant to Section 7.3 above:
7.4.1	Not raised in negotiation	Any billing dispute must be submitted in writing, itemizing the particular charges that INTRADO COMM either Party is challenging, and explaining in reasonable detail the specific grounds for disputing the validity or applicability of such charges.
7.4.2	Not raised in negotiation	Billing disputes must be submitted to the National Dispute Center on the billing dispute form designated by Embarq and to [insert] for INTRADO COMM, along with any payment for undisputed charges that are shown on such invoice. The billing dispute form may be accompanied by any additional, relevant materials submitted by INTRADO COMM.
7.5	Raised in negotiation	Late payment charges on invoices not paid when due (or any portion thereof which is not subject to a timely filed dispute) will be assessed until the <u>undisputed</u> amount due is paid in full, and shall be calculated using a rate equal to the lesser of the following:
7.5.1	Not raised in negotiation	the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date the customer <u>paying Party</u> actually makes the payment to Embarq , or
7.5.2	Not raised in negotiation	the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date INTRADO COMM the Party making the late payment actually makes the payment to Embarq .
7.6	Not raised in negotiation	Embarq <u>The Parties</u> shall credit INTRADO COMM each other for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Embarq <u>the other Party</u> . Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
7.7	Not raised in negotiation	Embarq <u>The Parties</u> will bill INTRADO COMM for message provisioning and, if applicable, data tape charges related to exchange access records. Embarq <u>The Parties</u> will bill INTRADO COMM for the records at the rates on Table One. If INTRADO COMM either Party requests additional copies of the monthly invoice, Embarq <u>the Parties</u> may also bill INTRADO COMM for the additional copies.

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7.8	Not raised in negotiation	Embarq <u>The Parties</u> shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Embarq <u>The Parties</u> will review any changes to industry standards, and implement the changes within the industry-defined window. Embarq <u>The Parties</u> will notify INTRADO COMM <u>each other</u> of any deviations to the standards.
7.9	Not raised in negotiation	Where Parties have established interconnection, Embarq and the INTRADO COMM agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Embarq <u>The Parties</u> will provide INTRADO COMM the appropriate records to bill exchange access charges to the IXC. Embarq will capture EMI records for inward terminating calls and send them to INTRADO COMM, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or CD Rom). Upon Embarq's request, INTRADO COMM will provide Embarq the appropriate records to bill exchange access charges to the IXC. INTRADO COMM will capture EMI records for inward terminating calls and send them to Embarq, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or CD Rom).
7.10	Not raised in negotiation	Embarq <u>The Parties</u> shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
8.1	Raised in negotiation	Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, <u>may</u> perform an audit <u>through an independent third party</u> of the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.
9.2	Not raised in negotiation	INTRADO COMM The Parties acknowledges that its <u>their</u> rights under this Agreement for Local Interconnection with Embarq <u>the other Party's</u> network and <u>Intrado Comm's right</u> to unbundled and/or combine Embarq's Network Elements may be subject to or limited by intellectual property rights and contract rights of third parties. Embarq agrees to use its best efforts to obtain for INTRADO COMM, third party intellectual property rights, under commercially reasonable terms, to each unbundled Network Element necessary for INTRADO COMM to use such unbundled Network Element in the same manner as Embarq.
9.5	Not raised in negotiation	All costs associated with the extension of third party intellectual property rights to INTRADO COMM <u>either Party</u> pursuant to Section 9.2 including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be part of the cost of providing <u>Local Interconnection or</u> the unbundled Network Element to which the intellectual property rights relate and apportioned to all requesting INTRADO COMM <u>service providers</u> using that <u>Local Interconnection or</u> unbundled Network Element including Embarq.
9.6	Not raised in negotiation	Embarq <u>The Parties</u> hereby conveys no licenses to use such third party intellectual property rights and makes no warranties, express or implied, concerning INTRADO COMM <u>either Party's</u> rights with respect to such third party intellectual property rights and contract rights, including whether such rights will be violated by such Local Interconnection or unbundling and/or combining of Network Elements (including combining with INTRADO COMM <u>either Party's</u> use of other functions, facilities, products or services furnished under this Agreement). Any licenses or warranties for intellectual property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the third party intellectual property rights Embarq agrees in Section 0 to use its best efforts to obtain.

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10.2	Not raised in negotiation	Notwithstanding the foregoing, in no event shall Embarq either Party's liability to INTRADO COMM the other Party for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.
10.4	Raised in negotiation	EMBARQ SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF INTRADO COMM'S EQUIPMENT AND OTHER PREMISES ONLY <u>TO THE EXTENT</u> IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY EMBARQ'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.
11.2	Not raised in negotiation	INTRADO COMM shall indemnify and hold harmless Embarq from all claims by INTRADO COMM's subscribers <u>End-Users</u> .
11.3	Not raised in negotiation	Embarq shall indemnify and hold harmless INTRADO COMM from all claims by Embarq's subscribers <u>End-Users</u> .
11.7	Not raised in negotiation	When the lines or services of other companies and INTRADO COMM's <u>either Party</u> are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
11.8	Not raised in negotiation	In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers <u>End-Users</u> , that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscribers <u>End-Users</u> , or third party for
11.9	Not raised in negotiation	<u>If INTRADO COMM has physical collocations under this Agreement</u> , INTRADO COMM shall also indemnify and hold Embarq harmless from <u>subject to the requirements of Section 11.1</u> any and all claims arising from:
11.10	Not raised in negotiation	IF <u>If Intrado Comm has physical collocations under this Agreement</u> , <u>Intrado Comm</u> shall at all times indemnify, defend, save and hold harmless Embarq from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of INTRADO COMM, or out of any work performed, material furnished, or obligations incurred by INTRADO COMM in, upon or otherwise in connection with the Collocation Space. INTRADO COMM shall give Embarq written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Embarq the opportunity of filing appropriate notices of non-responsibility. However, failure by Embarq to give notice does not reduce INTRADO COMM's liability under this Section.
11.11	Not raised in negotiation	<u>If Intrado Comm has physical collocations under this Agreement and if</u> any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, INTRADO COMM shall give Embarq written notice thereof as soon as INTRADO COMM obtains such knowledge.
11.12	Not raised in negotiation	<u>If Intrado Comm has physical collocations under this Agreement</u> , <u>Intrado Comm</u> shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Embarq, at the cost and for the account of INTRADO COMM, from obtaining such discharge and release if INTRADO COMM fails or refuses to do the same within the thirty-day period.
11.13	Not raised in negotiation	<u>If Intrado Comm has physical collocations under this Agreement</u> , INTRADO COMM has first discharged the lien as provided by law, INTRADO COMM may, at INTRADO COMM's expense, contest any mechanic's lien in any manner permitted by law.
12.6	Raised in negotiation	"All Risk" property insurance on a full replacement cost basis insuring INTRADO COMM's property situated <u>on or within the Property, naming Embarq as loss payee</u> <u>to the extent Embarq can demonstrate a financial interest in said property</u> . INTRADO COMM may elect to insure business interruption and contingent business interruption, as it is agreed that Embarq has no liability for loss of profit or revenues should an interruption of service occur.

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13.1	Not raised in negotiation	INTRADO COMM shall provide the exclusive interface to INTRADO COMM subscribers <u>End-Users</u> , except as INTRADO COMM shall otherwise specify for the reporting of trouble or other matters identified by INTRADO COMM for which Embarq may directly communicate with INTRADO COMM subscribers <u>End-Users</u> . In those instances where INTRADO COMM requests that Embarq personnel interface with INTRADO COMM subscribers <u>End-Users</u> , such Embarq personnel shall inform the INTRADO COMM subscribers <u>End-Users</u> that they are representing INTRADO COMM, or such brand as INTRADO COMM may specify.
13.2	Not raised in negotiation	Other business materials furnished by Embarq to INTRADO COMM subscribers <u>End-Users</u> shall bear no corporate name, logo, trademark or tradename.
25.3.1	Not raised in negotiation	If Embarq either Party provides written notice to the INTRADO COMM other Party that a billing dispute has been denied, stating the grounds for such determination, then the INTRADO COMM other Party shall have ten (10) Days in which to either pay the disputed amounts or to send written notice to the National Dispute Center advising that the INTRADO COMM the collecting Party disagrees with the determination by Embarq, and such notice may be accompanied by any additional, relevant materials submitted by INTRADO COMM . Failure by the INTRADO COMM the disputing Party to make a timely response to a notice of denial by Embarq shall result in lifting the suspension of the payment due date for such disputed invoice, and the possible assessment of late charges and suspension or termination of service for non-payment of billed amount in accordance with Section Error! Reference source not found. .
25.3.2	Not raised in negotiation	Failure by the INTRADO COMM either Party to make a timely response to a notice of denial by Embarq shall also preclude the INTRADO COMM that Party from thereafter requesting an escalation of the same dispute under Section Error! Reference source not found. , although the INTRADO COMM the disputing Party may file a petition in compliance with Section Error! Reference source not found. .
27.2.1	Not raised in negotiation	Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer <u>End-User</u> shall be borne and paid by the providing Party.
35.1	Not raised in negotiation	In situations where a competitive LEC has the use of the facilities (<i>i.e.</i> , Local Loop) to a specific customer premise, either through resale of local service or the lease of the Local Loop as an Unbundled Network Element, and Embarq receives a good faith request for service from a customer at the same premise or from another carrier with the appropriate customer authorization, the procedures below will apply.
35.1.2	Not raised in negotiation	Where INTRADO COMM is using a single facility to provide service to multiple end-user <u>customers <u>End-User</u>, Embarq will not disconnect that facility as a result of the following procedures.</u>
35.1.4	Not raised in negotiation	<u>Customer</u> <u>End-User</u> with Existing Service Changing Local Service Provider: In situations where a competitive LEC submits an order for an end user customer <u>End-User</u> that is changing local service providers for existing service, and is not adding service (<i>i.e.</i> , an additional line), Embarq will process the service request without delay, and provide the losing competitive LEC a customer <u>End-User</u> loss notification consistent with industry standards.
35.1.5	Not raised in negotiation	<u>Customer</u> <u>End-User</u> with Existing Service Adding New Service In situations where an order is submitted for an end-user <u>customer <u>End-User</u> adding service to existing service (<i>i.e.</i>, an additional line), the order should be marked as an additional line and existing facilities will not be affected.</u>
35.1.6	Not raised in negotiation	<u>Customer</u> <u>End-User</u> Requesting New Service where Previous <u>Customer</u> <u>End-User</u> has Abandoned Service (a) The following applies in the case where an end-user <u>customer</u> <u>End-User</u> vacates premises without notifying the local service provider and a new end-user <u>customer</u> <u>End-User</u> moves into the vacated premises and orders new service from a local service provider and neither Embarq nor the previous local service provider are aware that the original end-user <u>customer</u> <u>End-User</u> has abandoned the service in place.
38.1	Not raised in negotiation	At the request of INTRADO COMM, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Embarq shall make available to INTRADO COMM for resale Telecommunications Services that Embarq currently provides or may provide hereafter at retail to subscribers <u>End-User</u> who are not Telecommunications Carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Embarq to INTRADO COMM pursuant to this Part D are collectively referred to as "Local Resale." To the extent that this Part describes services which Embarq shall make available to INTRADO COMM for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

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39.1.1	Not raised in negotiation	Voluntary Federal and State Subscriber <u>End-User</u> Financial Assistance Programs. Subsidized local Telecommunications Services are provided to low-income subscribers <u>End-Users</u> pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.
39.1.2	Not raised in negotiation	Embarq shall offer for resale to INTRADO COMM all Grandfathered Services solely for the existing grandfathered base on a customer <u>End-User</u> specific basis. Embarq shall make reasonable efforts to provide INTRADO COMM with advance copy of any request for the termination of service and/or grandfathering to be filed by Embarq with the Commission.
39.1.3	Not raised in negotiation	Embarq shall offer for resale all of its Telecommunications Services available at retail to subscribers <u>End-Users</u> who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. For Contract Service Arrangements, Special Arrangements, or ICBs, the end-user customer <u>End-User</u> 's agreement with Embarq will terminate and any applicable termination liabilities will be charged to the end-user customer <u>End-User</u> . The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date INTRADO COMM commences to provide service to the end-user customer and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB. Embarq will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with Section Error! Reference source not found. .
54.1.1(a)	Not raised in negotiation	Intrado wants to change "subscriber" to "End-User"
54.5	Not raised in negotiation	<u>Notwithstanding any other provision of this Agreement, Intrado Comm shall have the right to deploy, upgrade, migrate and maintain its network components and facilities at its discretion. The Parties acknowledge that Intrado Comm, at its election may deploy equipment and facilities that may inhibit or facilitate Embarq's ability to provide service using certain technologies. Intrado Comm shall provide thirty (30) days advanced notice of such upgrades to Embarq prior to making upgrades. In the event such upgrades impact Embarq's End-Users, both Parties shall work cooperatively to resolve any interoperability issues before such changes are made.</u>
54.6	Not raised in negotiation	<u>Nothing in this Agreement shall limit Intrado Comm's ability to modify its network through the incorporation of new equipment, software or facilities.</u>
55.1	Not raised in negotiation	The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls <u>and 911 Service and E911 Service</u> originating on the other Party's network as follows:
55.1.3	Not raised in negotiation	<u>Separate one-way trunks will be utilized for connecting INTRADO COMM's switch to each 911/E911 tandem. One-way trunks shall be utilized for Local Interconnection of Embarq's network to Intrado's Intelligent Emergency Network™ for the purpose of emergency call routing applications where Intrado services as the E911 Service provider and for Local Interconnection of Intrado's network to Embarq's Selective Routers or E911 Tandem Switches where Embarq serves as the E911 Service provider.</u>
55.1.4	Raised in negotiation	<u>One-way trunks will be utilized if Parties deploy E9-1-1 inter-tandem trunking configurations. These trunk configurations shall be dependent upon the Embarq E9-1-1 SR capabilities. E9-1-1 inter-tandem trunking shall allow the transfer of E9-1-1 calls between PSAPs subtending on each Party's respective E9-1-1 network.</u>
55.2.1	Not raised in negotiation	Point of Interconnection. INTRADO COMM must establish a minimum of one POI within each LATA, at any technically feasible point, on Embarq's network. In addition, INTRADO COMM shall establish additional POIs under the following circumstances:
55.2.1 (a)	Not raised in negotiation	To the extent Embarq's network contains multiple tandems in the LATA, INTRADO COMM must establish a POI at each tandem where it wishes to exchange (i.e., receive or terminate) traffic with Embarq. Intrado Comm Will establish a POI at Embarq's E911 Tandem/Selective Router or other meet-point pursuant to Section 55.2.4 for the exchange of 911 Service or E911 Service calls.
55.2.1 (c)	Not raised in negotiation	INTRADO COMM must establish a POI at any Embarq end office that subtends a non-Embarq tandem. In geographic areas in which Intrado Comm has been designated as the E911 Selective Routing provider, Embarq shall exchange 911 Service and E91 Service traffic with Intrado Comm pursuant to 55.4.

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55.2.4	Not raised in negotiation	When the Parties choose <u>Intrado Comm requests</u> to interconnect at a mid-span meet, INTRADO COMM and Embarq will jointly provision the facilities that connect the two Parties' networks. Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. <u>Embarq Each Party will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced.</u> Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other Party for any portion of those facilities.
55.3.3 (a)	Not raised in negotiation	<u>Interconnection to the Intrado Comm network</u> <u>Embarq must maintain an official NENA Company Identifier and remain in good standing with NENA standard, including, but not limited to, the requirement that Embarq make live technical assistance available on a 24 hour, 7 day a week basis, in the event a PSAP needs to contact Embarq for information that may assist with call tracing or problem resolution.</u>
55.3.3 (b)	Not raised in negotiation	<u>Embarq must provide an official Access Carrier Name Abbreviation (ACNA) (currently assigned by Telcordia Technologies, Inc.) and a valid national Operating Company Number (OCN) (currently assigned by the National Exchange Carrier Association (NECA)) for use in Intrado Comm's ordering, billing, maintenance, and inventorying systems.</u>
55.4	Not raised in negotiation	<u>Interconnection of the Embarq Network to Intrado Comm's Intelligent Emergency Network</u>
55.4.1	Not raised in negotiation	<u>In geographic areas in which Intrado Comm has been designated as the E911 Selective Routing provider, Embarq will provide end office direct trunking to Intrado Comm's Intelligent Emergency Network™ for the purpose of delivery of 911 Service and E911 Service traffic from Embarq's End-Users' emergency calls to PSAPs (End-Users) served by Intrado Comm's Selective Routing System.</u>
55.4.2	Not raised in negotiation	<u>Embarq may aggregate and/or transport traffic from its chosen location to the Intrado Comm Intelligent Emergency Network™ mutually agreed POI.</u>
55.4.3	Not raised in negotiation	<u>Embarq will provide E9-1-1 facility transport to the Intrado Comm mutually agreed POI exclusively used for termination of End-user 911 Service and E911 Service traffic to the Intrado Comm Intelligent Emergency Network™. The transport facility must be capable of termination at a DS1 level and shall be physically provisioned in a diverse manner such that there will be no single point of facility or hardware failure between the originating office serving Embarq's End-Users and each geographically diverse Intrado Comm Intelligent Emergency Network™ mutually agreed POI.</u>
55.4.4	Not raised in negotiation	<u>Embarq will order from Intrado Comm a sufficient quantity of DS1 and DS0 terminations to Intrado Comm's E911 network via the Intrado Comm Access Service Request (ASR) process, in quantities such that a P.01 grade of service is maintained for the end office trunk group established for use by Embarq's End-Users.</u>
55.4.5	Not raised in negotiation	<u>Embarq will order a minimum of two (2) DS0 terminations over each DS1 termination ordered from Intrado Comm.</u>
55.4.6	Not raised in negotiation	<u>Embarq shall utilize Signaling System 7 (ss7) signaling protocol for DS0 terminations to Intrado Comm's Intelligent Emergency Network™.</u>
55.4.7	Not raised in negotiation	<u>Embarq shall not deliver its End-User's calls originating outside of Intrado Comm's E911 serving area to the Intrado Comm Intelligent Emergency Network™ except as noted below.</u>
55.4.7.1	Not raised in negotiation	<u>Split Wire Center Call Delivery Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center services End-Users both within and outside of the Intrado Comm Intelligent Emergency Network™ serving area, Embarq shall work cooperatively with Intrado Comm and the affected E911 Authorities (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E9-1-1 Service provider will serve as the "Primary" Selective Routing provider for direct trunking for the split Wire Center, and (iii) to establish which E9-1-1 service provider will serve as the "Secondary" Selective Routing provider receiving a call handoff from the Primary Selective Routing Provider.</u>

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55.4.7.2	Not raised in negotiation	<u>Sprint Wire Center Call Delivery Cost – Embarq shall be responsible for any and all costs incurred by Intrado Comm resulting from Embarq's inability to segregate its End-User 911 Service or E911 Service call traffic and resulting in call hand-offs from Intrado Comm's Intelligent Emergency Network™ to another E9-1-1 service provider's network.</u>
55.4.7.3	Not raised in negotiation	<u>Split Wire Center "Partially Deployed" 911 Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center services End-Users that are within the Intrado Com Intelligent Emergency Network™ serving area and End-Users that have not as yet deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire end office shall be delivered to Intrado Comm for call delivery to the appropriate PSAP.</u>
55.5.1	Raised in negotiation	<u>Intrado Comm and Embarq may deploy bi-directional inter-SR trunking using one way trunk configurations that will allow transfers between PSAPs subtending Embarq Selective Routers and PSAPs subtending on the Intrado Comm Selective Routers.</u>
55.5.2	Raised in negotiation	<u>Intrado Comm will be responsible for deploying and maintaining one way trunks from the Intrado Comm's E911 routing network for PSAP call transfers from Intrado Comm subtending PSAPs to Embarq subtending PSAPs</u>
55.5.3	Raised in negotiation	<u>Embarq will be responsible for deploying and maintaining one way trunks from the Embarq SR for PSAP call transfers from the Embarq subtending PSAPs to Intrado Comm subtending PSAPs.</u>
55.5.4	Raised in negotiation	<u>The configuration of these inter-Selective Router trunk Groups shall be designed to support the existing E911 generic of the Embarq Selective Router Tandem. Embarq will notify Intrado Comm of any upgrades to the Embarq E911 generic in the SR that would allow for a different trunking configuration to support inter-Selective Router tandem transfer. This may include, but is not limited to:</u>
55.5.4 (a)	Raised in negotiation	<u>Establishment and maintenance of location specific route index dial plan translations to enable PSAP-to-PSAP inter-SR call transfers.</u>
55.5.4 (b)	Raised in negotiation	<u>Establishment and maintenance of trunk routing translations to enable PSAP-to-PSAP call transfers; consistent with generic capabilities of the Embarq SR.</u>
55.5.4 (c)	Raised in negotiation	<u>Notification to the connecting Party of impending changes to call transfer translations and/or changes to the inter-Selective Router tandem trunk group at least thirty (30) Days in advance of the activation date as well as coordination of testing coincident with the activation of the changes.</u>
55.5.5	Raised in negotiation	<u>Each Party will have a sufficient number of inter-Selective Router tandem trunks to support simultaneous inter-Selective Router tandem PSAP call transfers such that a P.01 grade of service is attained.</u>
55.5.6	Raised in negotiation	<u>Embarq will alert Intrado Comm of any Embarq Selective Routing generic software modifications applied that will enable PSAP-to-PSAP call transfer applications for PSAPs served by an Embarq Selective Router that was formerly identified as being technically incapable of accommodating those call transfer arrangements as defined in Section 55.4(i) or (ii).</u>
55.5.7	Raised in negotiation	<u>Where technically capable, each Party will establish and maintain appropriate Selective Routing database updates and/or trunk routing translations as necessary to support inter-tandem E9-1-1 PSAP call transfer capability requested by the 911 Authority.</u>
55.5.8	Raised in negotiation	<u>Embarq will provide the appropriate number of one-way outgoing 911/E911 trunks over diversely routed facilities that will accommodate the existing E911 software generic of the Embarq SR so as to enable Embarq to transfer a 911 call to PSAPs served by Intrado Comm's E911 routing network from PSAPs subtending the Embarq SR.</u>
55.5.9	Raised in negotiation	<u>The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer and each Party shall notify the other of changes additions, or deletions to their respective inter-Selective Router dial plans.</u>
55.5.10	Raised in negotiation	<u>Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing trunk. Each Party shall notify the other of any service outages on their respective inter-Selective Routing trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.</u>

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56.11	Raised in negotiation	<u>E9-1-1 calls shall not be billed at reciprocal compensation rates, access rates, or transit rates.</u>
58.3	Not raised in negotiation	<u>Embarq shall provide to Intrado Comm an updated E911 trunk forecast on an annual basis.</u>
58.6.1	Not raised in negotiation	In the event that INTRADO COMM either Party over-forecasts its trunking requirements by twenty percent (20%) or more, and Embarq the other Party acts upon this the forecast to its detriment, Embarq the Party <u>relying on the forecast</u> may recoup any actual and reasonable expense it incurs.
58.7	Not raised in negotiation	Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards <u>shall be maintained</u> , for final trunk groups between a INTRADO COMM end office and an Embarq access Tandem <u>the Parties' networks</u> carrying meet point traffic shall be maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
60.1.1	Not raised in negotiations	The Parties may send each other Indirect Traffic. <u>This Section 60 does not apply to the Inter-Selective Router transfer of traffic. Such traffic is governed by 55.4.7.</u>
69.1	Not raised in negotiation	Embarq will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database. <u>Call-related databases under this Part I excludes those call-related databases covered by Part J of this Agreement.</u> Embarq reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.
69.1.1	Not raised in negotiation	The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Embarq's CNAM Database by INTRADO COMM and INTRADO COMM's customers <u>Intrado Comm and Intrado Comm's End-Users</u> is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. INTRADO COMM will not capture, cache, or store any information contained in a CNAM response.
69.1.2	Not raised in negotiation	The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from INTRADO COMM's switch. Use of Embarq's Toll Free Database by INTRADO COMM and its customers <u>Intrado Comm and its End-Users</u> is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.
72.6.1	Not raised in negotiation	For resale services, other than for a INTRADO COMM order to convert "as is" a INTRADO COMM subscriber End-User , Embarq shall not disconnect any subscriber End-User service or existing features at any time during the migration of that subscriber End-User to INTRADO COMM service without prior INTRADO COMM agreement. For services provided through UNEs, Embarq shall recognize INTRADO COMM as an agent, in accordance with OBF developed processes, for the subscriber End-User in coordinating the disconnection of services provided by another INTRADO COMM or Embarq. In addition, Embarq and INTRADO COMM will work cooperatively to minimize service interruptions during the conversion. For subscriber End-User conversions requiring coordinated cut-over activities, on a per order basis, Embarq, to the extent resources are readily available, and INTRADO COMM will agree on a scheduled conversion time, which will be a designated time period within a designated date. A general Letter of Agency (LOA) initiated by INTRADO COMM or Embarq will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user End-User will not be required to process a PLC or PIC change ordered by INTRADO COMM or Embarq. INTRADO COMM and Embarq agree that PLC and PIC change orders will be supported with appropriate documentation and

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		verification as required by FCC and Commission rules. In the event of a subscriber <u>End-User</u> complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.
72.12.1	Not raised in negotiation	to assign telephone number(s) (if the subscriber <u>End-User</u> does not already have a telephone number or requests a change of telephone number) at Parity. To access Embarq subscriber <u>End-User</u> information systems which will allow INTRADO COMM to determine if a service call is needed to install the line or service at Parity.
72.14	Not raised in negotiation	<u>Intrado Comm Ordering Processes</u>
72.14.1	Not raised in negotiation	<u>Where Embarq is ordering interconnection to Intrado Comm's Intelligent Emergency Network™, Embarq will follow Intrado Comm's Intrado ordering processes as posted on the Intrado Comm website.</u>
73.7.1	Not raised in negotiation	Product/Service Specific. Embarq shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Embarq's offering and are provided for Embarq's subscribers <u>End-Users</u> on a per usage basis.
74.15	Not raised in negotiation	<u>Embarq shall make available a 7x24 number for Intrado Comm's use in obtaining and/or validating caller information and performance of call traces for in-progress emergency calls if required.</u>
75.1.1	Not raised in negotiation	The services described in Section 75 only apply shall be available to the INTRADO COMM both Parties under this Agreement (i) when Embarq <u>either Party</u> is providing the service to itself, <u>or</u> (ii) in areas where Embarq <u>either Party</u> is providing such service to Embarq's end-user subscribers, and (iii) subject to the limitations specified herein. To the extent that Embarq does not provide the services described in this Section 74 to itself, or the requested service is not available to Embarq's end-user subscribers in such areas, INTRADO COMM must secure any desired services under a separate commercial agreement with Embarq or another provider. its End-Users.
75.2.2	Not raised in negotiation	Basic 911 and E911 functions shall only will be provided to INTRADO COMM for resale <u>services</u> , and shall be at Parity with the support and services that Embarq provides to its subscribers <u>End-Users</u> for such similar functionality.
75.2.3	Not raised in negotiation	In government jurisdictions where Embarq has obligations under existing agreements as the primary provider of the 911 System to the county (Host Embarq), INTRADO COMM shall participate in the provision of the 911 System in accordance with applicable tariffs, or if no tariff is applicable, then pursuant to a separate commercial agreement with Embarq. <u>this Agreement.</u>
75.2.4	Not raised in negotiation	<u>In government jurisdictions where Intrado Comm has obligations under existing agreements as the primary provider of the 911 system to the county (Host Intrado Comm), Embarq shall participate in the provision of the 911 system in accordance with this Agreement.</u>
75.2.5	Not raised in negotiation	If a third party is the primary provider of the 911 System to a government agency, system to a E911 Authority, the Parties INTRADO COMM shall negotiate separately with such third party with regard to the provision of 911 <u>service</u> to the agency <u>E911 Authority</u> . All relations between such third party and INTRADO COMM the Parties are totally separate from this Agreement and Embarq <u>neither Party</u> makes no representations on behalf of the third party.
75.2.6 (a)	Not raised in negotiation	The <u>Where Embarq has been designated as the primary E911 Service provider by the E911 Authority, the</u> ALI database shall be managed by Embarq, but is the property of Embarq and INTRADO COMM for those records provided by INTRADO COMM. <u>Where Intrado Comm has been designated as the primary E911 Service provider by the E911 Service provider by the E911 Authority the</u> ALI database shall be managed by

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		<u>Intrado Comm.</u>
75.2.6 (b)	Not raised in negotiation	To Where Embarq manages the Selective Router and/or ALL database and to the extent allowed by the governmental agency, E911 Authority and where available, copies of the SIG MSAG shall be provided by Embarq within three (3) Business Days from the time requested and provided on diskette, or in a format suitable for use with desktop computers, disk (or other mutually agreed medium), in a format compliant with mutually agreed NENA standards. Where Intrado Comm manages the Selective Router and/or ALL data, Intrado Comm shall provide an initial MSAG load and daily updates to Embarq for use in submitting MSAG valid End-User record information to the Intrado Comm 911 database system. It shall be the responsibility of Embarq to accept and maintain the daily updates from Intrado Comm.
75.2.6 (c)	Not raised in negotiation	INTRADO COMM shall be solely responsible for providing INTRADO COMM database records to Embarq for inclusion in Embarq's Selective Router and/or ALL database on a timely basis. <u>Embarq shall be solely responsible for providing Embarq database records to Intrado Comm for inclusion in Intrado Comm's Selective Router and/or ALL database on a timely basis.</u>
75.2.6 (d)	Not raised in negotiation	<u>Embarq and INTRADO COMM shall arrange for the automated input and periodic updating of the E911 database information related to Embarq and INTRADO COMM End Users. Embarq and Intrado Comm shall work cooperatively with INTRADO COMM to ensure the accuracy of the data transfer by verifying it against the SIG MSAG. Embarq shall accept and submit electronically transmitted files that conform to NENA Version #2 format.</u>
75.2.6 (e)	Not raised in negotiation	INTRADO COMM and Embarq shall assign an E911 database coordinator charged with the responsibility of forwarding INTRADO COMM end-user ALL record information to Embarq <u>End-User SQL to the appropriate E911 ALL database management provider or via a third-party entity, charged with the responsibility of ALL SQL record transfer. INTRADO COMM assumes</u> The Parties assume all responsibility for the accuracy of the data that INTRADO COMM each provides to Embarq <u>the appropriate E911 database management provider.</u>
75.2.6 (f)	Not raised in negotiation	INTRADO COMM The Parties shall provide information on new subscribers to Embarq <u>End-Users to the appropriate E911 database management provider</u> within one (1) business day of the order completion. Embarq <u>The designated E911 Services provider</u> shall update the database within two (2) Business Days of receiving the data from INTRADO COMM. If Embarq detects an error in the INTRADO COMM <u>the other Party. If errors are detected in the submitting Party's provided data, the data shall be returned to INTRADO COMM</u> the submitting Party within two (2) Business Days from when it was provided to Embarq <u>INTRADO COMM received by the designated E911 Services provider. The submitting Party</u> shall respond to requests from Embarq <u>the designated E911 Services provider</u> to make corrections to database record errors by uploading corrected SQL records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.
75.2.6 (g)	Not raised in negotiation	Embarq <u>The designated E911 Service provider</u> agrees to treat all <u>End-User data</u> on INTRADO COMM subscribers provided under this Agreement as confidential and to use <u>End-User data</u> on INTRADO COMM subscribers only for the purpose of providing <u>E911 emergency communications</u> services.
75.2.6 (h)	Raised in negotiation	<u>Parties shall load and update pANI steering tables in the Embarq and Intrado Comm ALL Database to support PSAP to PSAP call transfer with ALL data for wireless and VoIP calls.</u>
75.2.6 (i)	Not raised in negotiation	<u>Embarq and Intrado Comm shall employ PAM as the protocol for interoperability between the ALL systems for ALL retrieval from each Party's ALL database when no record found AI steering conditions occur.</u>
75.3	Not raised in negotiation	These requirements pertain to Embarq's Listings Service Request process that enables INTRADO COMM to (a) submit INTRADO COMM subscriber <u>End User</u> information for inclusion in Directory Listings databases; (b) submit INTRADO COMM subscriber <u>End User</u> information for inclusion in published directories; and (c) provide INTRADO COMM subscriber <u>End User</u> delivery address information to enable Embarq to fulfill directory distribution obligations.

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75.3.3	Not raised in negotiation	<p>Migrate with no Changes. Retain all white page listings for the <u>subscriber End User</u> in both DA and DL. Transfer ownership and billing for white page listings to INTRADO COMM.</p> <p>Migrate with Additions. Retain all white page listings for the <u>subscriber End User</u> in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to INTRADO COMM.</p> <p>Migrate with Deletions. Retain all white page listings for the <u>subscriber End User</u> in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to INTRADO COMM.</p>
75.3.4	Not raised in negotiation	Embarq shall update and maintain directory listings information to reflect which of the following categories INTRADO COMM <u>subscribers End Users</u> fall into:
75.3.5	Not raised in negotiation	Based on changes submitted by INTRADO COMM, Embarq shall update and maintain directory listings data for INTRADO COMM <u>subscribers End Users</u> who:
75.3.6	Not raised in negotiation	The charge for storage of INTRADO COMM <u>subscribers End Users</u> information in the DL systems is included in the rates where INTRADO COMM is buying UNE Loops or resold services with respect to specific addresses. INTRADO COMMs that are not buying UNE Loops or resold services shall pay for such storage services at the rate reflected on Table One.
75.3.8	Not raised in negotiation	INTRADO COMM acknowledges that for a INTRADO COMM <u>subscriber's End User's</u> name to appear in a directory, INTRADO COMM must submit a Directory Service Request (DSR).
75.3.10	Not raised in negotiation	<p>Embarq shall include in its master <u>subscriber End User</u> system database all white pages listing information for INTRADO COMM subscribers whose information was properly submitted a DSR.</p> <p>One basic White pages listing for each INTRADO COMM <u>customer End User</u> is included in the rates where INTRADO COMM is buying UNE Loops or resold services at a specific address and additional listings for a specific address shall be provided at the rates reflected on Table 1. If INTRADO COMM requests a listing for an address where INTRADO COMM is not buying UNE Loops or resold services, INTRADO COMM shall pay for all requested listings for such address at the rate reflected on Table One. A basic White Pages listing is defined as a customer name, address and either the INTRADO COMM assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of INTRADO COMM <u>customers End Users</u> will be interfiled with listings of Embarq and other LEC customers.</p> <p>INTRADO COMM agrees to provide customer listing information for INTRADO COMM's <u>subscriber End User</u>, including without limitation directory distribution information, to Embarq, at no charge. Embarq will provide INTRADO COMM with the appropriate format for provision of INTRADO COMM customer listing information to Embarq. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.</p> <p>INTRADO COMM <u>customer</u>-listing information will be used solely for the provision of directory services, including the sale of directory advertising to INTRADO COMM <u>customer End User</u>.</p> <p>In addition to a basic White Pages listing, Embarq will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for INTRADO COMM to offer for resale to INTRADO COMM's <u>customers End Users</u>.</p> <p>Embarq, or its directory publisher, will provide White Pages distribution services to INTRADO COMM <u>customers End Users</u>, in areas where Embarq is providing such service to Embarq's end-user subscribers, at no additional charge to INTRADO COMM at times of regularly scheduled distribution to all <u>customers End Users</u>. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other INTRADO COMM <u>customers End Users</u>.</p> <p>Embarq will accord INTRADO COMM <u>customer</u> listing information the same level of confidentiality that</p>

Section	Status	Intrado's Position
		<p>Embarq accords its own proprietary customer listing information. Embarq shall ensure that access to INTRADO COMM customer proprietary listing information will be limited solely to those of Embarq and Embarq's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a INTRADO COMM that contains customer <u>End User</u> listings of both Embarq and INTRADO COMM will not be deemed a violation of this confidentiality provision.</p> <p>Embarq will provide INTRADO COMM's customer <u>End User</u> listing information to any third party to the extent required by Applicable Rules.</p>
75.4.2	Not raised in negotiation	Embarq will request that its publisher make available to INTRADO COMM the provision of a basic Yellow Pages listing to INTRADO COMM customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to INTRADO COMM customers <u>End Users</u> .
75.4.3	Not raised in negotiation	Embarq will request that its publisher make directory advertising available to INTRADO COMM customers <u>End Users</u> on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other INTRADO COMM customers <u>End Users</u> . Directory advertising will be billed to INTRADO COMM customers <u>End Users</u> by directory publisher.
75.4.4	Not raised in negotiation	Embarq will request that its publisher use commercially reasonable efforts to ensure that directory advertising purchased by customers <u>End Users</u> who switch their service to INTRADO COMM is maintained without interruption.
Section 75.5.1	Not raised in negotiation	Directory Assistance Data consists of information within residential, business, and government subscriber <u>End User</u> records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.
75.5.2	Not raised in negotiation	<p>Under a separate agreement, Embarq will provide INTRADO COMM with unbundled and non-discriminatory access to the residential, business and government subscriber <u>End User</u> records for the purpose of obtaining Directory Assistance Data that is needed to enable telephone exchange INTRADO COMM to swiftly and accurately respond to requests by end-users for directory information, including, but not limited to name, address and phone numbers, The separate agreement shall provide for each of the following:</p> <p>Subscriber <u>End User</u> records. INTRADO COMM shall have access to the same subscriber record information that Embarq used to create and maintain its databases for the provision of live or automated operator assisted Directory Assistance.</p> <p>Data Transfer. Embarq shall provide to INTRADO COMM, at INTRADO COMM's request, all published Subscriber List Information (including such information that resides in Embarq's master subscriber <u>End User</u> system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Embarq provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to INTRADO COMM pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber <u>End User</u> whether the subscriber <u>End User</u> is classified as residence or business class of service.</p>
78.6	Not raised in negotiation	If it becomes necessary in Embarq's reasonable judgment, and there are no other reasonable alternatives available, Embarq shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Embarq-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Embarq's tariffs to provide Telecommunications Services to its end user <u>customers <u>End Users</u>. In such cases, Embarq will reimburse INTRADO COMM for reasonable direct costs and expenses in connection with such reclamation.</u>

Section	Status	Intrado's Position
80.1	Not raised in negotiation	Embarq will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At INTRADO COMM's request, Embarq will identify the location(s) of other possible demarcation points available to INTRADO COMM, and INTRADO COMM will designate from these location(s) the point(s) of demarcation between its collocated equipment and Embarq's equipment. Embarq will use its best efforts to identify the closest demarcation point to INTRADO COMM's equipment that is available.
93.1	Not raised in negotiation	INTRADO COMM shall indemnify and hold Embarq harmless from any and all claims arising from: INTRADO COMM's use of the Collocation Space; the conduct of INTRADO COMM's business or from any activity, work or things done, permitted or suffered by INTRADO COMM in or about the Collocation Space or elsewhere; any and all claims arising from any breach or default in the performance of any obligation on INTRADO COMM's part to be performed under the terms of this Agreement; and any negligence of the INTRADO COMM, or any of INTRADO COMM's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.
93.2	Not raised in negotiation	If any action or proceeding is brought against Embarq by reason of any such claim, INTRADO COMM, upon notice from Embarq, shall defend same at INTRADO COMM's expense employing counsel satisfactory to Embarq.
93.3	Not raised in negotiation	INTRADO COMM shall at all times indemnify, defend, save and hold harmless Embarq from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of INTRADO COMM, or out of any work performed, material furnished, or obligations incurred by INTRADO COMM in, upon or otherwise in connection with the Collocation Space. INTRADO COMM shall give Embarq written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Embarq the opportunity of filing appropriate notices of non-responsibility. However, failure by Embarq to give notice does not reduce INTRADO COMM's liability under this Section. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, INTRADO COMM shall give Embarq written notice thereof as soon as INTRADO COMM obtains such knowledge. INTRADO COMM shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Embarq, at the cost and for the account of INTRADO COMM, from obtaining such discharge and release if INTRADO COMM fails or refuses to do the same within the thirty day period. If INTRADO COMM has first discharged the lien as provided by law, INTRADO COMM may, at INTRADO COMM's expense, contest any mechanic's lien in any manner permitted by law.
98.1	Not raised in negotiation	INTRADO COMM warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Embarq from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.